



**State of Nevada**  
 Department of Health and Human Services  
**Division of Public & Behavioral Health**  
 (Hereinafter referred to as the Department)

Agency Ref, #: SG-2025-00845  
 Budget Account: 3213

**NOTICE OF SUBAWARD**

<b>Program Name:</b> Immunization Office of Child, Family and Community Wellness Kristy Zigenis / kzigenis@health.nv.gov	<b>Subrecipient's Name:</b> Northern Nevada Public Health Victoria Nicolson Hornblower / vnicolson@washoecounty.gov
<b>Address:</b> 4150 Technology Way Carson City, Nevada 89706	<b>Address:</b> 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845
<b>Subaward Period:</b> 2025-01-01 through 2025-06-30	<b>Subrecipient's:</b> EIN: 88-6000138 Vendor #: T40283400Q UEI #: GPR1NY74XPQ5

**Purpose of Award:** To plan and implement COVID 19 vaccination services with strike teams and mass vaccination events.

**Region(s) to be served:** Y Statewide L Specific county or counties: Washoe County

**Approved Budget Categories**

1. Personnel	\$247,825.00
2. Travel	\$0.00
3. Operating	\$74,469.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$20,831.00
6. Training	\$0.00
7. Other	\$26,440.00
<b>TOTAL DIRECT COSTS</b>	\$369,565.00
8. Indirect Costs	\$55,436.00
<b>TOTAL APPROVED BUDGET</b>	\$425,001.00

**Terms and Conditions:**  
 In accepting these grant funds, it is understood that:  
 The subrecipient shall be responsible for the timely submission of all required reports and financial statements to the grant administrator. The subrecipient shall maintain accurate records of all grant funds received and expended, and shall provide a detailed accounting of these funds to the grant administrator upon request. The subrecipient shall ensure that all grant funds are used for the purposes specified in the award agreement and shall not be used for any other purpose. The subrecipient shall be responsible for the timely submission of all required reports and financial statements to the grant administrator. The subrecipient shall maintain accurate records of all grant funds received and expended, and shall provide a detailed accounting of these funds to the grant administrator upon request. The subrecipient shall ensure that all grant funds are used for the purposes specified in the award agreement and shall not be used for any other purpose.

**Incorporated Documents:**

- Section A: Grant Conditions and Assurances;
- Section B: Descriptions of Services, Scope of Work and Deliverables;
- Section C: Budget and Financial Reporting Requirements;
- Section D: Request for Reimbursement;
- Section E: Audit Information Request;
- Section F: Current or Former State Employee Disclaimer
- Section G: Business Associate Addendum
- Section H: Matching Funds Agreement (optional: only if matching funds are required)

Name	Signature	Date
Chad Kingsley, District Health Officer		
Vickie Ives, Bureau Chief		
for Cody Phinney Administrator, DPBH		

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Federal Award Computation		Match			
Total Obligated by this Action:	\$425,001.00	Match Required Y Y L N	0.00%		
Cumulative Prior Awards this Budget Period:	\$0.00	Amount Required this Action:	\$0.00		
Total Federal Funds Awarded to Date:	\$425,001.00	Amount Required Prior Awards:	\$0.00		
		Total Match Amount Required:	\$0.00		
Research and Development Y Y L N					
Federal Budget Period			Federal Project Period		
7/1/2023 through 6/30/2025			7/1/2019 through 6/30/2025		
FOR AGENCY USE ONLY					
<b>FEDERAL GRANT #:</b> 6 NH23IP922609-05-06	<b>Source of Funds:</b> (Cat 18) CDC-RFA-IP19-1901 Immunization and Vaccines for Children - IIS Supplemental Funding	<b>% Funds:</b> 100.00	<b>CFDA:</b> 93.268	<b>FAIN:</b> NH23IP922609	<b>Federal Grant Award Date by Federal Agency:</b> 6/27/2024
Budget Account	Category	GL	Function	Sub-org	Job Number
3213	18	8515	NA	NA	9326821V

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**Scope of work is an attached document shown below**

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**SECTION B**

**Description of Services, Scope of Work and Deliverables**

Northern Nevada Public Health, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Northern Nevada Public Health, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

**Scope of Work for Northern Nevada Public Health**

Primary Goal: The intent of this subgrant is to perform activities deemed effective in planning for and implementing COVID-19 vaccination services.

Objective	Activities	Due Date	Documentation Needed
<p>1. 1.2 LHA will provide assistance as needed for training any providers in their jurisdiction.</p> <p>Target Populations New and existing private and public COVID-19 vaccine providers in Washoe County (NSIP will inform NNPH when new providers enroll in their jurisdiction)</p>	<p>Staff will provide COVID-19 vaccine specific storage and handling training and administration guidelines to designated providers to include providing current updated vaccine recommendations and utilize any NSIP sanctioned training and documentation protocols. NSIP will provide list of vaccine providers in need of training.</p>	<p>06/30/2025</p>	<p>(PM) 1.2: Number of vaccine providers trained in proper vaccine administration and in vaccine storage/handling in the past quarter.</p>
<p>2. 1.3 LHA will communicate with 1 non-vaccinating adult healthcare providers per quarter per health jurisdiction to determine if 1) area providers are recommending COVID-19 vaccine and 2) where they are sending their patients for COVID-19 vaccine. A list of non-vaccinating adult providers will be provided by NSIP.</p> <p>Target Populations [Non-vaccinating adult healthcare providers in Washoe County]</p>	<p>Contact 1 non-vaccinating adult healthcare provider office designees per quarter re: COVID-19 vaccine recommendation and referral protocols.</p>	<p>06/30/2025</p>	<p>[(PM) 1.3: Number of adult health care providers contacted in the past quarter for the purposes of ensuring patients are appropriately screened and immunized or referred for vaccinations.]</p>

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<p>3. 1.4 LHAs will continue to train public health staff and/or public health partners to support COVID vaccine outreach efforts towards engaging underserved and high-risk populations.</p> <p>A minimum of 10 percent of each subaward must be spent on activities to address COVID-19 vaccine inequities.</p> <p>Target Populations Public health staff and public health partners</p>	<p>~Share CDC COVID-19 vaccine resources and training module for new providers and newly hired NNPH staff and temporary agency workforce incorporating engagement strategies for underserved and high-risk populations.</p> <p>~Continue to provide training for NNPH Clinical staff to include COVID-19 vaccines with all other recommended vaccines.</p> <p>~Coordinate with community partners, such as but not limited too local FQHCs, and social service agencies, to promote and improve access to COVID-19 vaccinations for underserved and high-risk populations such as racial and ethnic minority populations, people experiencing homelessness, people with disabilities, people with substance abuse disorders and people with disabilities, etc.</p>	<p>06/30/2025</p>	<p>(PM) 1.5.1: Number of new public health workers hired (FTE, contractor, etc.) in the past quarter communicated through a quarterly report to NSIP.</p>
<p>4. 1.5 LHAs and counties will consider state and local vaccine data recommendations made regarding accessing underserved communities to close coverage gaps among underserved communities.</p> <p>A minimum of 10 percent of each subaward must be spent on activities to address COVID-19 vaccine inequities.</p> <p>Target Populations Underserved communities in Washoe County</p>	<p>~Partner with community partners to implement COVID-19 vaccination teams or POD clinics to increase vaccine accessibility for underserved communities.</p>	<p>06/30/2025</p>	<p>(PM) 1.6.3: Number of vaccine doses provided by LHAs/counties through mobile clinics, or temporary off-site clinics in the past quarter in underserved communities communicated through a quarterly report to NSIP.</p>
<p>5. 2.2 LHA will respond to all COVID-19 vaccine provider questions received by email or voice mail.</p> <p>Target Populations Enrolled COVID-19 vaccine providers in Washoe County</p>	<p>~Staff will respond to all COVID-19 vaccine provider emails and voicemails within 1-2 business days. Providers will be given contact information (telephone and email address) and general email: healthcchsiz@nnph.org</p> <p>~Staff will document COVID-19 Vaccine Provider contacts.</p>	<p>06/30/2025</p>	<p>(PM) 2.2.3 Number of COVID-19 provider sites supported in the past quarter through response to issues/questions.</p>

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<p>6. 2.3a LHA will maintain and purchase as needed hard sided or thick-walled Styrofoam vaccine coolers in accordance with CDC Storage and Handling guidelines for offsite vaccination clinics.</p> <p>Target Populations NNPH staff as appropriate</p>	<p>•Purchase Vericor coolers and data loggers for transport of COVID-19 vaccine for offsite clinics          •Provide training for appropriate staff on COVID-19 storage and handling including Vericor, or other approved vaccine coolers, data loggers, and specific storage and handling requirements for each type of vaccine per CDC Storage and Handling Toolkit.          •Providers may purchase vaccine coolers or quality hard sided coolers from local stores or use Styrofoam coolers that vaccines were delivered in. Providers ensure they pack the vaccine in accordance with the CDC Storage and handling Toolkit utilizing conditioned frozen water bottles. Ensure the use of a data logger for monitoring vaccine inside the cooler and check temperatures every hour when vaccines are stored in the cooler. Number and description of equipment purchased will be communicated through quarterly report to NSIP.</p>	<p>06/30/2025</p>	<p>Identify number of staff receiving training.</p>
<p>7. 2.3b LHA to administer all vaccine using proper technique and proper administration site.</p> <p>Target Populations NNPH staff as appropriate</p>	<p>•NNPH staff will provide COVID-19 training and resources for NNPH staff on how to prepare and administer vaccine utilizing proper technique such as:          o CDC: COVID-19 Vaccine: Vaccine Administration Competencies Assessment Form          o CDC: Vaccine Administration e-Learn (You Call the Shots, Module 18)          o Immunize.org: Skills Checklist for Vaccine Administration          o COVID-19 vaccine training modules</p>	<p>06/30/2025</p>	<p>Identify number of staff trained and on what resources and techniques.</p>
<p>8. 3.1a Utilize available data to identify at least one population with lower COVID-19 vaccination uptake.</p> <p>Target Populations Populations with lower COVID-19 vaccination uptake</p> <p>Phase 1b, 1c, 2</p>	<p>•Utilize Nevada WebIZ database, epidemiology case report data, aggregate reports and other applicable databases to identify at least three populations with lower COVID-19 vaccination uptake.          •Collaborate with community partners to identify underserved population by various resources (zip codes, race, etc.) and document findings.</p>	<p>06/30/2025</p>	<p>(PM) 3.1.1: Number of people vaccinated with COVID-19 vaccine, by subgroups.</p>
<p>9. 3.1.b Identify at least 2 interventions for population with low vaccination uptake quarterly.</p> <p>Target Populations Populations with low COVID-19 vaccination uptake in Washoe County</p> <p>Phase 1b, 1c, 2</p>	<p>•Identify and complete at least two interventions for populations with low vaccination uptake such as:          o Increase accessibility of education materials at appropriate literacy levels and in common languages for jurisdiction          o Provide evening and weekend vaccination clinics to expand access to people who are unable to attend during normal workday hours due to work or childcare barriers.          o Work with key community stakeholders to schedule community events (ex, Places of worship, minority owned businesses, LGBTQ etc.)          o Participate in the immunization stakeholders to access and utilize the latest local data to develop strategies to address vaccine inequities.</p>	<p>06/30/2025</p>	<p>(PM) 3.1.1: Number of people vaccinated with COVID-19 vaccine, by subgroups and location.</p>

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<p>10. 3.1.c Evaluate these two interventions by analyzing key data to see if they have impacted COVID-19 vaccination uptake.</p> <p>Target Populations Populations with low COVID-19 vaccination uptake in Washoe County</p> <p>Phase 1b, 1c, 2</p>	<ul style="list-style-type: none"> <li>~ Utilize WebIZ and/or other local data sources to assess pre- and post-intervention data re: COVID-19 vaccination uptake (Note: pre-intervention data will be obtained for 3.1.a) Statistics provided to NNPH by the state.</li> </ul>	<p>06/30/2025</p>	<p>(PM) 3.1.1: Number of people and percent of population vaccinated with COVID-19 vaccine, by subgroups reported on quarterly basis.</p>
<p>11. 3.5.a Partner with at least one organization per quarter to serve priority populations and meet community needs.</p> <p>Target Populations Local organizations that serve populations that are underserved, high risk and/or have low vaccination uptake</p> <p>Phase 1b, 1c, 2</p>	<ul style="list-style-type: none"> <li>~ Utilize data to inform of priority populations.</li> <li>~ Communicate with at least 1 community organization per quarter to plan and implement a vaccination event.</li> <li>~ NNPH will send staff in partnership at community partners events.</li> </ul>	<p>06/30/2025</p>	<p>(PM) 3.5.1: Number and type of partner organizations that have implemented COVID-19 vaccination activities in the past quarter. Also include a short statement of the activities.</p>
<p>12. 4.5 LHAs will promote immunizations and increase vaccine confidence among racial and ethnic minority groups as well as increase access among individuals with disabilities by selecting and implementing five or more strategies per quarter for the duration of the award period. A minimum of 10 percent of each subaward must be spent on activities to address COVID-19 vaccine inequities.</p> <p>Target Populations Racial and ethnic minorities and individuals with disabilities in Washoe County</p>	<ul style="list-style-type: none"> <li>~ Promote confidence and improve access to COVID-19 vaccines among racial and ethnic minorities and individuals with disabilities by partnering with key stakeholders of above special populations such as:</li> <li>~ Work with Health Equity team to gather data to ascertain reasons for vaccination hesitancy.</li> <li>~ Utilize partner / community feedback and grassroots efforts to identify successful strategies and new approaches.</li> <li>~ Targeted education campaigns (Ex: Spanish written or media campaigns)</li> <li>~ Off-site vaccination clinics in strategic locations</li> <li>~ Analyze current scheduling process to ensure it is easy to access.</li> <li>~ Collaborate with community partners, such as Nevada Hispanic Legislative Caucus, the NAACP, religious groups in Washoe County, and recreational sports leagues to help spread information to their communities.</li> <li>~ Advise community of availability and cost of COVID-19 vaccine.</li> </ul>	<p>06/30/2025</p>	<p>(PM) 4.5.1: Describe the type and amount of work in the past quarter conducted to increase vaccine accessibility for individuals with disabilities, address vaccine misinformation and to increase vaccine confidence and uptake, especially with racial and ethnic minority populations communicated to NSIP through a quarterly report.</p>

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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**SECTION C**

**Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to:  
 This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 6 NH23IP922609-05-06 from (Cat 18) CDC-RFA-IP19-1901 Immunization and Vaccines for Children - IIS Supplemental Funding. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor (Cat 18) CDC-RFA-IP19-1901 Immunization and Vaccines for Children - IIS Supplemental Funding.+

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 6 NH23IP922609-05-06 from (Cat 18) CDC-RFA-IP19-1901 Immunization and Vaccines for Children - IIS Supplemental Funding.

Subrecipient agrees to adhere to the following budget:

<b>Total Personnel Costs</b>							including fringe		<b>Total:</b>	\$247,825.00
<u>Employee</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	<u>Subject to Indirect? Fringe Salary</u>			
Victoria Nicolson Hornblower, Public Health Nurse Supervisor, PCN #0169	\$138,911.40	45.51%	10.00%	6.00	50.00%	\$10,106.50	L	L		
Vaccine operations and staff management										
Lisa Lottriz, CCHS Division Director, PCN # 2281	\$186,630.84	43.00%	10.00%	6.00	50.00%	\$13,343.83	L	L		
Vaccine operations and staff management										
Surge Staffing & Overtime	\$100,000.00	0.00%	100.00%	6.00	50.00%	\$50,000.00	L	L		
NNPH staff time and overtime to assist in PODS and COVID vaccine operations										
Intermittent Hourly: Registered Nurse, Community Health Aid	\$342,751.00	1.75%	100.00%	6.00	50.00%	\$174,374.57	L	L		
NNPH staff time to assist in PODS and COVID Vaccine Operations and duties that pertain.										

<b><u>In-State Travel</u></b>	<b>Total:</b>	\$0.00
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<b><u>Out of State Travel</u></b>	OSMot Days	<b>Total:</b>	\$0.00
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<b><u>Operating</u></b>	<b>Total:</b>	\$74,469.00
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	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?
Office Supplies	\$300.00	5.0	6.0	\$9,000.00	L
General office supplies such as pens, clipboards, erasers, paper					
Operating Supplies	\$2,182.30	5.0	6.0	\$65,469.00	L
Operating supplies for clinic and event operations to include signage, banners, white boards, specialized paper, toner, etc.					

<b>Equipment</b>	<b>Total:</b>	\$0.00
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<b>Contractual/Contractual and all Pass-thru Subawards</b>	<b>Total:</b>	\$20,831.00
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<u>Name of Contractor/Subrecipient:</u> ACRO, Temporary Staff					
<u>Method of Selection:</u> Sole Source					
<u>Period of Performance:</u> 1/1/2025 - 6/30/2025					
<u>Scope of Work:</u> POD operations staff to include vaccinators, assistants, and office support staff. Event planning, prepping, and coordinating with community partners. to include but not be limited to Data entry, phone calls, health equity meetings, and team meetings.					
<u>*Sole Source Justification:</u> We are on a joinder with the state and we operate off of that agreement and master purchase order (Acro's purchase order # is 99SWC-NV21-7575). The bid solicitation number is 99SWC-S1406 and Acro is one of 3 options Washoe County can use for temporary staffing services.					
<u>Budget</u>					
Personnel		\$20,831.00			
<u>Method of Accountability:</u> Under the direction of the Immunization Supervisor, tasks will be assigned and reviewed.					Total: \$20,831.00

<b>Training</b>	<b>Total:</b>	\$0.00
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<b>Other</b>	<b>Total:</b>	\$26,440.00
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Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect
Other	\$40.00	1	6	\$240.00	L
Justification: Cell Phone for Vaccine Coordinator					
Other	\$200.00	1	6	\$1,200.00	L
Justification: Security for events held onsite.					
Other	\$25,000.00	1	1	\$25,000.00	L
Justification: Social media campaigns targeting vaccination information and promotion of events in our community.					

<b>TOTAL DIRECT CHARGES</b>	<b>Total:</b>	\$369,565.00
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<b>Indirect Charges</b>	Indirect Rate:	15.0%	\$55,436.00
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Indirect Methodology: Indirect is 15% of all direct expenses. The NNPH federally approved indirect rate (documentation included) is 24.43%, but permissions have been given to apply a lower rate at 15%. The lower indirect rate is applied to help offset increases in employee salaries.

<b>TOTAL BUDGET</b>	<b>\$425,001</b>
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Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

**A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

<b>FUNDING SOURCES</b>	Immunization	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED	425001								
ENTER TOTAL REQUEST	\$425,001.00								\$425,001.00

**EXPENSE CATEGORY**

Personnel	\$247,825.00								\$247,825.00	
Travel	\$0.00								\$0.00	
Operating	\$74,469.00								\$74,469.00	
Equipment	\$0.00								\$0.00	
Contractual/Consultant	\$20,831.00								\$20,831.00	
Training	\$0.00								\$0.00	
Other Expenses	\$26,440.00								\$26,440.00	
Indirect	\$55,436.00								\$55,436.00	
TOTAL EXPENSE	\$425,001.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$425,001.00	
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
Total Indirect Cost	\$55,436.00	Total Agency Budget							\$425,001.00	
									Percent of Subrecipient Budget	100.00%

**B. Explain any items noted as pending:**

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**C. Program Income Calculation:**

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within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

the program upon termination of this agreement.

The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

**The Subrecipient agrees:**

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

\*\*\*\*\*Total reimbursement through this subaward will not exceed \$425,001.00;

\*\*\*\*\*Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;

\*\*\*\*\*Indicate what additional supporting documentation is needed in order to request reimbursement;

Northern Nevada Public Health will provide a Request for Reimbursement to Nevada DHHS on the 15th of each month. All requests for reimbursements will be sent to the verified fiscal representative determined by the Nevada State Immunization Program. Nevada Division of Public and Behavioral Health will issue payment to the Northern Nevada Public Health within thirty (30) days after receipt of each request for reimbursement. All payments will be made to Northern Nevada Public Health via ACH. Final reimbursement must be requested within 30 days from the end of the subaward period, which is June 30, 2025.

Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;

Reimbursements will not be processed without all mandatory reporting documents:

Request for Reimbursement Form, See Section D

Reimbursement Worksheet

Receipts for supplies, travel, equipment, and other items purchased

Reimbursement is based on actual expenditures incurred during the period being reported.

The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;

Submit one signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;

The Department will provide payment to the Subrecipient within 30 days of receipt of

the Northern Nevada Public Health request for reimbursement, as set forth in the Financial Reporting Requirements below. Any and all outstanding questions must be addressed within this 30-day period as payment is due 30 days from receipt of the Northern Nevada Public Health request for reimbursement. Payment may be delayed if agreed upon reporting (as set forth in the Financial Reporting Requirements below) has not been received by the program.

The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding.

; and

\*\*\*\*\*Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

\*\*\*\*\*A complete financial accounting of all expenditures to the Department within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.

\*\*\*\*\*Any work performed after the BUDGET PERIOD will not be reimbursed.

\*\*\*\*\*If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.

\*\*\*\*\*If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

**The Department agrees:**

\*\*\*\*\*Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:

Providing technical assistance, upon request from the Subrecipient;

Providing prior approval of reports or documents to be developed;

Forwarding a report to another party, i.e. CDC.

Northern Nevada Public Health will provide a Request for Reimbursement to Nevada DHHS on the 15th of each month. All requests for reimbursements will be sent to the verified fiscal representative determined by the Nevada State Immunization Program. Nevada Division of Public and Behavioral Health will issue payment to the Northern Nevada Public Health within thirty

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(30) days after receipt of each request for reimbursement. All payments will be made to the Northern Nevada Public Health via ACH. Final reimbursement must be requested within 30 days from the end of the subaward period, which is June 30, 2025.

Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;

~~A~~ Reimbursements will not be processed without all mandatory reporting documents:

~~A~~ Request for Reimbursement Form, See Section D

~~A~~ Reimbursement Worksheet

~~A~~ Receipts for supplies, travel, equipment, and other items purchased

Reimbursement is based on actual expenditures incurred during the period being reported.

The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;

~~A~~ Submit one signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;

~~A~~ The Department will provide payment to the Subrecipient within 30 days of receipt of

the Northern Nevada Public Health request for reimbursement, as set forth in the Financial Reporting Requirements below. Any and all outstanding questions must be addressed within this 30-day period as payment is due 30 days from receipt of the Northern Nevada Public Health request for reimbursement. Payment may be delayed if agreed upon reporting (as set forth in the Financial Reporting Requirements below) has not been received by the program.

The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding.

Northern Nevada Public Health will provide a Request for Reimbursement to Nevada DHHS on the 15th of each month. All requests for reimbursements will be sent to the verified fiscal representative determined by the Nevada State Immunization Program. Nevada Division of Public and Behavioral Health will issue payment to the Northern Nevada Public Health within thirty (30) days after receipt of each request for reimbursement. All payments will be made to the Northern Nevada Public Health via ACH. Final reimbursement must be requested within 30 days from the end of the subaward period, which is June 30, 2025.

Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;

~~A~~ Reimbursements will not be processed without all mandatory reporting documents:

~~A~~ Request for Reimbursement Form, See Section D

~~A~~ Reimbursement Worksheet

~~A~~ Receipts for supplies, travel, equipment, and other items purchased

Reimbursement is based on actual expenditures incurred during the period being reported.

The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;

~~A~~ Submit one signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;

~~A~~ The Department will provide payment to the Subrecipient within 30 days of receipt of

the Northern Nevada Public Health request for reimbursement, as set forth in the Financial Reporting Requirements below. Any and all outstanding questions must be addressed within this 30-day period as payment is due 30 days from receipt of the Northern Nevada Public Health request for reimbursement. Payment may be delayed if agreed upon reporting (as set forth in the Financial Reporting Requirements below) has not been received by the program.

The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding.

< \*\*\*\*\*The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

< \*\*\*\*\*The site visit/monitoring schedule may be clarified here. Both parties agree:

~~A~~ A site visit may be conducted during the subaward period.

~~A~~ The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.

**Financial Reporting Requirements**

~~A~~ A Request for Reimbursement is due monthly, based on the terms of the subaward agreement, no later than the 15th of the month.

~~A~~ The Northern Nevada Public Health will provide a request for reimbursement to Nevada Department of Health and Human Services on the 15th of each month for the most recent month ended, setting forth actual expenditures of Subrecipient in accordance with this Agreement. All requests for reimbursements will be sent via email to Nevada Immunization Program personnel as may be provided Northern Nevada Public Health by the Department. Request for reimbursements will be considered submitted when email and

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attached request for reimbursement are sent to Nevada Immunization Program personnel as may be provided to the Northern Nevada Public Health by the Department.

The Department will issue payment Northern Nevada Public Health within thirty (30) days after receipt of each request for reimbursement. All payments will be made Northern Nevada Public Health via ACH in accordance with Nevada Revised Statute (NRS) 227.185.

- < \*\*\*\*\*The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- < \*\*\*\*\*All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- < \*\*\*\*\*This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after the date set forth on the Notice of Subaward. Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

- < \*\*\*\*\*A Request for Reimbursement is due on a Monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- < \*\*\*\*\*Reimbursement is based on actual expenditures incurred during the period being reported.
- < \*\*\*\*\*Payment will not be processed without all reporting being current.
- < \*\*\*\*\*Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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**SECTION D  
Request for Reimbursement**

<u>Program Name:</u> Immunization	<u>Subrecipient Name:</u> Northern Nevada Public Health
<u>Address:</u> 4150 Technology Way, Carson City, Nevada 89706	<u>Address:</u> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<u>Subaward Period:</u> 01/01/2025 - 06/30/2025	<u>Subrecipient's:</u> EIN: 88-6000138  Vendor #: T40283400Q

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

(must be accompanied by expenditure report/back-up)

Month(s)	Calendar Year
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Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$247,825.00	\$0.00	\$0.00	\$0.00	\$247,825.00	0.00%
2. Travel	\$0.00	\$0.00	\$0.00	0.0000	\$0.00	0.00%
3. Operating	\$74,469.00	\$0.00	\$0.00	\$0.00	\$74,469.00	0.00%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
5. Contractual/Consultant	\$20,831.00	\$0.00	\$0.00	\$0.00	\$20,831.00	0.00%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
7. Other	\$26,440.00	\$0.00	\$0.00	\$0.00	\$26,440.00	0.00%
8. Indirect	\$55,436.00	\$0.00	\$0.00	\$0.00	\$55,436.00	0.00%
<b>Total</b>	<b>\$425,001.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$425,001.00</b>	<b>0.00%</b>

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

Is program contact required?  Yes  No

Contact Person \_\_\_\_\_

Reason for contact: \_\_\_\_\_

Fiscal review/approval date: \_\_\_\_\_

Scope of Work review/approval date: \_\_\_\_\_

ASO or Bureau Chief (as required): \_\_\_\_\_

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**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted by an independent accounting firm.  
 Yes  No
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? Y Yes Y No
3. When does your organization's fiscal year end? \_\_\_\_\_
4. What is the official name of your organization? \_\_\_\_\_
5. How often is your organization audited? \_\_\_\_\_
6. When was your last audit performed? \_\_\_\_\_
7. What time-period did your last audit cover? \_\_\_\_\_
8. Which accounting firm conducted your last audit? \_\_\_\_\_

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**



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SECTION F

**Current or Former State Employee Disclaimer**

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

***The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees Retirement System (PERS) during the duration of the subaward.***

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES      Y      If YES, list the names of any current or former employees of the State and the services that each person will perform.
- NO      L      Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
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Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION G

**Business Associate Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

Hereinafter referred to as the "Covered Entity"

And

**Northern Nevada Public Health**

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
  2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
  3. **CFR** stands for the Code of Federal Regulations.
  4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
  5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
  6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
  7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
  8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
  9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
  10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
  11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
  12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

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individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e)(2)(ii)(E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media,

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when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any

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breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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**Section H is not applicable for this Subaward**